

**TOWN OF DARIEN
OFFICE OF THE ASSESSOR
2 RENSHAW ROAD
DARIEN CONNECTICUT 06820
203-656-7313**

RFP Issue Date: Wednesday April 4, 2007
RFP Deadline Date: Friday April 30, 2007
RFP Deadline Time: 11:00 a.m. in the Office of the First Selectman

Item/Category: REQUEST FOR PROPOSAL FOR THE REVALUATION OF ALL
REAL PROPERTY LOCATED WITHIN THE TOWN OF DARIEN
EFFECTIVE ON THE GRAND LIST OF OCTOBER 1, 2008.

The Town of Darien Connecticut, through the Office of the Assessor, will receive **SEALED BIDS** for performing the work as outlined in the accompanying specifications, in accordance with the following instructions, conditions and reservations:

Proposals are due at the Darien Town Hall by the date, time and location as noted above. No proposals will be accepted after the date and time as noted. Please clearly indicate the Name of the firm making this proposal.

- Proposals will not be accepted by fax or e mail.
- The company name and address must conform on all documents including the insurance documents.
- The proposal shall be sealed, addressed to the Assessor and marked:
 - **“Proposal for the 2008 Darien Revaluation”.**
- The Town of Darien is exempt from Federal and State Taxes.
- Proposals should be on requested items only. If for any reason the vendor makes substitutions, they must so indicate on the proposal.
- A Bid Bond or certified check in the amount of 10% of the bid must be submitted by the bidder with his or her bid as a guarantee that when the contract is awarded the bidder will, within ten days after appropriations of funds and notice of award, execute such contract and furnish a satisfactory Performance Bond and Payment Bond, for approval by the Town Administrator or First Selectman.
- The Town of Darien reserves the right to reject any proposal, any part of a proposal or all proposals; to waive informalities and technicalities and to accept that proposal which the Town and Assessor deem to be in the best interest of the TOWN, whether or not it is the lowest dollar cost proposal.

**REAPPRAISAL AND REVALUATION
CONTRACT SPECIFICATIONS
TOWN OF DARIEN, CONNECTICUT
OCTOBER 1, 2008 GRAND LIST**

I. DEFINITIONS

- A. **ASSESSOR:** The word "ASSESSOR" shall mean the duly appointed TOWN ASSESSOR of the TOWN OF DARIEN.
- B. **CONTRACT SPECIFICATIONS or SPECIFICATIONS:** The terms "CONTRACT SPECIFICATIONS" or "SPECIFICATIONS" shall mean this Exhibit A, which has been attached to and made a part of a certain CONTRACT between the TOWN and the COMPANY and any addenda thereto.
- C. **PROJECT:** The word "PROJECT" shall mean the reappraisal and revaluation of all taxable real property and all exempt real property within the corporate limits of the TOWN OF DARIEN.
- D. **COMPANY:** The word "COMPANY" means any person, firm, corporation, association or other entity performing the revaluation work under contract.
- E. **CONTRACTOR:** The word "CONTRACTOR" shall mean and shall be used interchangeably with the word "COMPANY".
- F. **TOWN:** The word "TOWN" shall mean the TOWN OF DARIEN, Connecticut.
- G. **JURISDICTION:** The word "JURISDICTION" shall mean the TOWN OF DARIEN, Connecticut, and shall be used interchangeably with the word "TOWN".

II. SCOPE OF REAPPRAISAL AND REVALUATION

- A. **BASIC SCOPE:** The complete reappraisal and revaluation of all taxable and exempt Real Property within the corporate limits of the TOWN OF DARIEN, CONNECTICUT.

The successful PROPOSER who executes the contract with the TOWN shall furnish all specified labor, materials, supplies, forms, and perform all work for the PROJECT in accordance with these CONTRACT SPECIFICATIONS.

All work will be carried out and all forms, materials, supplies and systems utilized in this PROJECT, shall conform to and be carried out in accordance with the rulings of the Secretary of Office of Policy and Management, pertinent ordinances and agreements of the TOWN, pertinent state statutes and pertinent decisions of several courts. The revaluation will be performed under the direct supervision and approval of the ASSESSOR of the TOWN OF DARIEN, CONNECTICUT.

The values to be determined shall be the full fair market value as defined in Section 12-63 of the Connecticut General Statutes and shall be based upon recognized methods of appraising.

The revaluation PROJECT will cover and include all property in the TOWN OF DARIEN in the following categories:

1. All taxable real estate, land, building and improvements,
2. All tax exempt real estate, land, buildings and improvements.

The revaluation PROJECT shall not include the valuation of taxable personal property.

The Town is requesting two (2) options for this project:

- 1) **A full revaluation with complete field data verification with sales verification, digital images, building permits and new construction**
- 2) **A full revaluation utilizing the existing database with sales verification, digital images, building permits and new construction**

- B. EFFECTIVE DATE:** The effective date of this revaluation PROJECT shall be the assessment date of October 1, 2008. All final values will reflect the October 1, 2008 market value. Assessments will be 70% of market value as required by state statute, rounded off to the nearest one hundred dollars.
- C. COMPUTER ASSISTED MASS APPRAISAL:** This revaluation PROJECT is to utilize Computer Assisted Mass Appraisal technology. The Town will be upgrading to Tyler | CLT Division's iasWorld Software and created a database. The Company will utilize this software to conduct the revaluation and enhance and verify the existing database. The Town has no desire to replace the existing software; all work shall be carried out, on-site, on the Town's in-house CAMA system. Proposals submitted using any software other than that which the Town currently utilizes shall be considered unresponsive and shall be subject to disqualification.

III. TOWN INFORMATION

- A. PHYSICAL DATA:** The TOWN OF DARIEN is located in the southwest portion of the State of Connecticut in Fairfield County. Darien has an estimated population of 20,500 and land area of approximately 23 square miles.
- B. GOVERNMENT:** The TOWN OF DARIEN has a Board of Selectmen \ RTM form of government. The First Selectman is the TOWN'S Chief Executive Officer.
- C. PARCEL INFORMATION:** The October 1, 2005 Real Estate Grand List had 6,987 accounts on the taxable list and 259 accounts on the exempt list. Exhibits as attached are the M-13 form required by the Office of Policy and Management.

Additional charges by the COMPANY for differences in parcel counts shall not be permitted by the TOWN. It is the responsibility of the COMPANY to estimate adjustments in parcel counts from the estimated parcel counts stated for October 1, 2006, to the actual parcel counts for October 1, 2008.

IV. GENERAL CONDITIONS

- A. PROJECT AWARD:** The TOWN OF DARIEN, hereinafter termed the TOWN reserves the right to reject any, or any part of, or all PROPOSALS; to waive informalities and technicalities and to accept that PROPOSAL which the TOWN and the ASSESSOR deem to be in the best interest of the TOWN whether or not it is the lowest dollar amount.

Consideration in the awarding of the contract will be given, but not limited to, price, the accuracy and responsiveness of the PROPOSER, the experience, competence and financial condition of the PROPOSER, time for completion and/or labor force adequate to perform the work, the nature and size of the PROPOSER'S organization, quality of similar projects it has performed and completed in the past in Connecticut, experience in utilizing the Town's CAMA software, and a determination by the TOWN that the PROPOSER has the ability to complete the PROJECT successfully.

B. CERTIFICATION: The COMPANY, must hold from the time of submission of the PROPOSAL through the completion of all work herein required, a valid Connecticut Revaluation Company Certification pursuant to section 12-2c (C.G.S.).

C. PROPOSAL REQUIREMENTS: Each PROPOSAL submitted by a company, corporation, partnership, or individual, thereafter termed COMPANY shall itemize the COMPANY'S qualifications and experience. Also the COMPANY shall submit a complete client list of Connecticut municipalities to which it has rendered services, and the nature of those services, during the last five (5) years. The proposal shall also include a statement showing the number of years that the COMPANY actually has been engaged as a company, corporation, partnership or individual specializing in governmental tax revaluation services.

The COMPANY must submit, as part of its PROPOSAL, a schedule and percentage of completed work based upon the experience of the COMPANY in performing revaluations, and based upon the CONTRACT SPECIFICATIONS as set forth in this CONTRACT in the sections entitled "Payment Schedule" and "Completion Dates".

D. OFFICE HOURS & STAFFING: The COMPANY shall maintain an office in the TOWN of DARIEN (eg: Town Hall). This office shall be staffed with clerical personnel as well as other qualified and certified personnel so as to insure the successful completion of this PROJECT in accordance with the completion dates set forth in these CONTRACT SPECIFICATIONS and any addenda thereto.

The TOWN shall provide office space.

The TOWN shall maintain telephone service during business hours.

E. PERSONNEL: The COMPANY shall provide experienced and qualified personnel, as hereinafter provided and must comply with the requirements of the Equal Employment Opportunity provisions of federal and state government.

1. **Equal Opportunity Affirmative Action Requirements:** The COMPANY must be in compliance with all municipal, state and federal Affirmative Action and Equal Opportunity requirements. The COMPANY shall be in compliance with State of Connecticut Executive orders 13 and 7 and all applicable rules and guidelines as set forth by the State Labor Commissioner.
2. **Qualifications of Personnel:** All personnel assigned to this PROJECT shall be subject to approval by the ASSESSOR and shall be cause to be removed from this PROJECT by the COMPANY upon written recommendation of the ASSESSOR.

All personnel assigned to this PROJECT shall be certified by the State of Connecticut at the appropriate level at which they will be working on this PROJECT. At the commencement of the PROJECT, the COMPANY shall submit to the TOWN a written list of all personnel assigned to this PROJECT with their duties, starting date and qualifications, and shall maintain this list throughout this PROJECT.

Additionally, the COMPANY shall provide the ASSESSOR with a copy of the Connecticut Certificate of each person required to be certified in accordance with Section 12-2b of the Connecticut General Statutes and who shall be assigned to this PROJECT. The Certificates shall be provided prior to any actual work on this

PROJECT by those personnel.

3. **Minimal Qualifications:**

- a. **Project Manager or supervisor:** Administration of this PROJECT shall be assigned by the COMPANY to a Project Manager or Supervisor. He/she shall be certified by the State of Connecticut pursuant to Section 12-2b (C.G.S.) as a revaluation supervisor and have not less than five (5) years of practical appraisal experience involving extensive experience on commercial, industrial, apartment, and residential type properties.

The Project Manager shall be responsible for all work performed by the COMPANY. The project manager shall serve as an advisor in assisting the ASSESSOR in determining all land, building and improvement values for this PROJECT.

The Project Manager or Supervisor shall be subject to the approval of the ASSESSOR.

- b. **Reviewers and Appraisers:** Reviewers and Appraisers shall be certified under the Connecticut Revaluation Certification Program pursuant to Section 12-2b (C.G.S.) and shall not have less than two (2) years of practical appraisal experience in the appraisal of the particular type properties for which they are responsible.
- c. **Measurers and Listers:** Measurers and Listers shall have not less than six (6) months of experience and training in this phase of a revaluation project. Any field person who does not meet the above qualifications must work under the direct supervision of an Appraiser, Reviewer or Project Manager, who is certified pursuant to Section 12-2b (C.G.S.). The Project Manager is required to notify the ASSESSOR of the names, starting dates, qualifications, and field assignments of all Measurers and Listers.

The COMPANY must exercise extreme vigilance over the instruction and supervision of the Measurers and Listers, emphasizing the absolute necessity for the Measurers and Listers to help establish a good relationship with the property owners. Supervisory personnel will oversee the Measurers and Listers on no more than a one to five ratio through the data collection phase of the PROJECT. The supervisor(s) and Measurers and Listers shall work closely with the ASSESSOR to assure accuracy and reliability in data collection.

The COMPANY shall give all Measurers and Listers clear and unequivocal instruction that they shall not discuss with any property owner or property occupant in the TOWN, the value or the assessment of any property they inspect, the property taxes being paid on the property being inspected, or any aspect of the local budget or various TOWN issues or political matters.

4. **Employment, Release or Transfer:** Whenever any person who is employed by the COMPANY and is assigned to this PROJECT is released from employment, or transferred from this PROJECT, the ASSESSOR shall be notified in writing of the individual's name and date of occurrence.

Whenever new personnel are assigned to this PROJECT in any capacity, the ASSESSOR shall be notified in writing of the individuals name, qualifications, starting date, and assigned duties.

All personnel assigned to this PROJECT shall be subject to the approval of the ASSESSOR.

- F. **IDENTIFICATION:** All field personnel shall carry suitable ID cards, which shall include an up-to-date photograph, supplied by the COMPANY and signed by the ASSESSOR. Any personnel who misplace their ID card will not be allowed in the field until a new ID card is obtained. All automobiles used by field personnel shall be registered with the Darien Police Department and the ASSESSOR giving license number, make, model, year and color of the vehicle. The Assessor will be given a copy of each COMPANY employee driver's license and the Assessor will have the latitude to

perform a police history of each and every COMPANY employee prior to work in the Town of Darien.

- G. CONFLICT OF INTEREST:** It is specifically agreed that the COMPANY shall employ no resident of the TOWN or TOWN employee, other than in a clerical capacity, without the written approval of the ASSESSOR.

H. PROTECTION OF THE TOWN:

1. Bonding:

- a. Each PROPOSER shall be required, when submitting a PROPOSAL, to secure a BID BOND or to submit a CERTIFIED CHECK equal to ten percent (10%) of the Bid Amount, to protect the TOWN from default. Said BOND or CHECK shall be given as security that if the PROPOSAL is accepted, a CONTRACT will be entered into.

The BID BOND or CERTIFIED CHECK shall be forfeited and the principal amount of said BID BOND shall be paid to the TOWN as an agreed amount of liquidated damages in case of failure to enter into CONTRACT.

- b. The COMPANY awarded the CONTRACT, shall, to secure the faithful performance by the COMPANY of the terms of this agreement, furnish to the ASSESSOR a Performance Surety Bond in the amount this CONTRACT, which bond shall be issued by reputable bonding company licensed to do such business in the State of Connecticut and acceptable to the TOWN.

Said bond shall be in form satisfactory to and approved by the TOWN'S Attorney. The performance bond shall be delivered to the ASSESSOR within fourteen (14) days after signing of the CONTRACT and prior to commencement of actual work. This bond shall include the appeal requirements of these CONTRACT SPECIFICATIONS.

Commencement of the work prior to the approval by the TOWN of the Performance Surety Bond submitted by the COMPANY and prior to written notice to proceed from the TOWN shall be grounds for the cancellation of the CONTRACT.

- c. It is understood and agreed that upon completion of approved delivery to the TOWN of the revaluation, that the performance bond shall be reduced to 10% of the value of the contract to cover the defense of appeals. This reduced amount of bond shall become effective after the revaluation has been completed and has been approved by the ASSESSOR and after the completion of the duties of the Board of Assessment Review.

The reduced amount of the bond shall remain effective until a final resolution in the appeal process of any timely appeals (either pursuant to Section 12-117a, Section 12-118 or Section 12-119 of Connecticut General Statute as from time to time revised) as taken from the doings of the Board of Assessment Review or ASSESSOR on the list of October 1, 2005.

- 2. Indemnification and Insurance:** The Company agrees to defend and save harmless the Jurisdiction, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery, and judgments of every kind and description arising out of the performance of this Agreement, for personal injury or property damage brought or recovered against it by reason of any negligent action or omission of the Company, its agents, or employees and with respect to the degree to which the Jurisdiction is free from negligence on the part of itself, its employees and agents.

Except as provided above, the Jurisdiction agrees to defend and indemnify and save harmless the Company, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery and judgments of every kind and description arising out of any valuation disputes, or challenges to the methodology employed under this Agreement brought or recovered against it, whether based in contract, negligence or otherwise.

Neither party shall be liable to the other for consequential, indirect or incidental damages, including, but not limited to, loss of tax revenue or claims related to valuation of property, whether based in contract, negligence, and strict liability or otherwise.

In any event, the Company's liability for damages (except for damage to real or personal property or personal injury as provided above) under any theory of liability or form of action including negligence shall not exceed the total amount paid by the Jurisdiction to the Company under this Agreement.

The Company shall carry Public Liability Insurance in the amount of \$1,000,000 including protection for bodily injury and property damage with a combined single limit of \$1,000,000 and \$500,000 for each occurrence.

The Company shall also maintain Automobile Liability Insurance providing limits of \$1,000,000 per occurrence, and the Company shall provide Workers' Compensation Insurance. The Workers' Compensation Insurance shall provide coverage under the Compensation Act of Connecticut and shall provide employer's liability insurance in the amount of \$100,000.

Upon the request by the Jurisdiction, Certificates of Insurance shall be supplied to the Jurisdiction by the Company detailing the above coverage. A carrier authorized to do business within the State of Connecticut will issue these certificates.

3. **Bankruptcy, Receivership, Insolvency:** If the COMPANY does not pay its debts as they shall become due, or if a receiver shall be appointed for its business or its assets and not voided within sixty (60) days, or if the COMPANY shall make an assignment for the benefit of creditors, or otherwise, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt, then, and forthwith thereafter, the TOWN shall have the right at its option and without prejudice to its rights hereunder to terminate the CONTRACT and withhold any payments due.
4. **Liquidated Damages:** Failure by the COMPANY to complete all work on or before the dates specified herein shall be cause for payment by the COMPANY on the written request of the ASSESSOR for each day beyond the specified date of completion. For the purposes of this section, the following completion dates are subject to the One Hundred Dollar (\$100.00) PER DAY penalty:
 - a. **October 1, 2008:** All completed appraisals on hard copy and given to Assessor for review.
 - b. **November 14, 2008:** All assessment notices addressed and mailed.
 - c. **January 16, 2009:** Informal hearings completed, hearing determination notices completed and mailed, the computer file updated for all final values as they appear on the property record cards, all property record cards finalized and delivered to Assessor in street order and all revaluation records, items and systems are delivered to the ASSESSOR in accordance with this CONTRACT and CONTRACT SPECIFICATIONS.

Liquidated damages due under this clause, shall be deducted from the CONTRACT price and represent a fair and equitable estimate of the damages the TOWN will suffer if the COMPANY'S work is not completed on or before the specified dates or is not in conformity with the standards of these SPECIFICATIONS. The TOWN shall have the right to use the funds withheld from each periodic payment under terms of these CONTRACT SPECIFICATIONS to satisfy in whole or in part, the liquidated damages provided in these SPECIFICATIONS.

Delays occasioned by war, strike, explosion, Act of God or order of Court or other public authority are accepted.

5. **Termination:** If the COMPANY fails to perform the CONTRACT in accordance with the terms of the CONTRACT or these CONTRACT SPECIFICATIONS or if the TOWN reasonably doubts that the COMPANY'S work is progressing in such a manner as to ensure compliance with the schedule of completion dates set forth in these CONTRACT SPECIFICATIONS and any addendum thereto, or if the COMPANY fails to maintain Connecticut certification as required in these CONTRACT SPECIFICATIONS, the TOWN shall have the right, in addition to all other remedies it may have, upon seven (7) days written notice to the COMPANY and its surety or bonding company, to declare the CONTRACT in default and thereby terminated, and to award the PROJECT, or the remaining work thereof, to another CONTRACTOR. If this termination clause is invoked, the COMPANY'S agents and employees shall, at the ASSESSOR'S direction, vacate in an orderly fashion any office space provided by the TOWN, leaving behind all records, properly filed and indexed, as well as all other property of the TOWN.

Any funds held by the TOWN, under the CONTRACT, shall become the property of the TOWN to the extent necessary to reimburse the TOWN for its costs in obtaining another CONTRACTOR and supervising the transition. Termination of the CONTRACT and retention of funds by the TOWN shall prevent the TOWN from bringing an action against the COMPANY for damages or exercising any other legal, equitable or contractual right the TOWN may possess, in the event of the COMPANY'S failure to perform.

6. **Severability:** In the event any part of any clause or provision of this CONTRACT or CONTRACT SPECIFICATIONS is judicially determined to be unenforceable, it shall be deemed severable from the remainder of the clause or provision and such remainder shall be binding upon the parties to this CONTRACT.
7. **Waiver:** No action or failure to act by the TOWN shall constitute a waiver of any right or duty afforded it under the CONTRACT or CONTRACT SPECIFICATIONS, nor shall it prohibit the TOWN from future exercise of any such a right.
8. **Misrepresentation or Default:** The TOWN may void this agreement if the COMPANY has materially misrepresented any offering or defaults on any contract with a Connecticut municipality. The COMPANY shall, also, immediately notify the TOWN of any claim or case formally brought against the COMPANY.
9. **Company Right to Stop Work for Non-Payment:** Payment of billings is due within thirty (30) days after the date of each billing. Failure of the Jurisdiction to make payment when due shall entitle the Company, in addition to its other rights and remedies, to suspend, temporarily, further performance of this Agreement without liability.

I. TIME SCHEDULE:

1. **Awarding of CONTRACT:** Within a reasonable time after the opening of the PROPOSALS, the TOWN will award a CONTRACT for the revaluation PROJECT. The TOWN reserves the right to reject any, or any part of, or all PROPOSALS.
2. **Signing of CONTRACT:** Within fifteen (15) days after the TOWN has sent Notice of Award to the selected COMPANY, that COMPANY shall execute with the TOWN a CONTRACT based on these CONTRACT SPECIFICATIONS, as possibly revised by negotiation.
 - a. **Changes:** Changes in these CONTRACT SPECIFICATIONS will be permitted only upon written mutual agreement of the COMPANY and the TOWN.

- b. **Subletting:** The COMPANY shall not assign or transfer the CONTRACT or any interest, or any part therein without first receiving written approval from the TOWN, and the bonding company. It shall be mutually agreed and understood that said consent by the TOWN shall in no way release the COMPANY from any responsibility or liability as covered in these CONTRACT SPECIFICATIONS.

3. **Revaluation Schedule:**

- a. **Start:** The COMPANY shall start the revaluation work thirty (30) days after a contract has been executed by both parties or such other date as agreed to by the Assessor. Thereafter the COMPANY must continue in a diligent manner so as to ensure completion within the schedule of completion dates as set forth below.
- b. **Completion Dates:** The following phases of the revaluation PROJECT must be completed in accordance with the following schedule:
 - (1) Complete residential data verification with digital images by March 31, 2008
 - (2) Complete commercial, industrial and tax exempt data verification with digital images by April 30, 2008
 - (3) Pricing, review, and final valuation by October 1, 2008.
 - (4) Complete land study and values analysis to begin appraisals by July 1, 2008.
 - (5) Complete building cost manual to begin appraisals by July 1, 2008.
 - (6) Complete market data study to begin appraisals by July 1, 2008.
 - (7) Complete study of market rents, expenses and capitalization factors to begin appraisals by August 1, 2008.
 - (8) ASSESSOR completes his/her review and final market adjustments are made no later than October 15, 2008.
 - (9) Assessment notices shall be mailed no later than November 14, 2008.
 - (10) Informal hearings are to begin no later than November 21, 2008 and end no later than December 20, 2008.
 - (11) Informal hearings completed; determination notices completed and mailed; the computer file is updated for all final appraisals; all property record cards are finalized and delivered to the ASSESSOR in order and all revaluation records, items and systems are delivered to the ASSESSOR in accordance with the CONTRACT and CONTRACT SPECIFICATIONS no later than January 16, 2009.
- c. **Assessor Review:** Printout of the previous assessment and assessment for the October 1, 2008 Grand List will be supplied to the ASSESSOR starting on September 1, 2008, and periodically thereafter until the completion of the public hearings. In addition, all changes made by the ASSESSOR in property values as a result of his/her review will be changed within one week of receiving the changes from the ASSESSOR and shall be included in the printout for the following period.
- d. **Assessment Date:** The completed appraisals, upon approval by the ASSESSOR will serve as a basis for assessments effective on the Grand List of October 1, 2008. Notwithstanding the dates mentioned

above for any task, all values are to be based on the assessment date of October 1, 2008 and the properties, as they exist in DARIEN on that date.

- e. **Delays:** The COMPANY shall not be liable for delays caused by reason of war, strike, explosion, Act of God, Order of Court or other public authority.

J. PAYMENT SCHEDULE:

1. Periodic Payments, Progress Reports and PROJECT Work Plan:

On the last business day of the month following the execution date of this contract, and on the last business day of each month thereafter during the period covered by this CONTRACT, the COMPANY is to certify by written progress report to the ASSESSOR, the percentage of the total work completed under the CONTRACT which the COMPANY has performed during the said month.

The TOWN, upon determination by the ASSESSOR, that the certification of the COMPANY concerning work during said period is accurate, will pay to the COMPANY a percentage of the total compensation under this CONTRACT equal to the percentage of the work certified as having been performed during said period, less ten (10%) percent which is to be retained by the TOWN for payment to the COMPANY on the TOWN'S determination, as certified by the ASSESSOR, that the COMPANY has performed fully and satisfactorily all its obligations and requirements under the CONTRACT, except for Litigation Support.

If the ASSESSOR determines that the COMPANY'S certification is inaccurate, the periodic payment shall be omitted, delayed or adjusted accordingly.

Each proposer is required to submit, with their BID PROPOSAL, a detailed PROJECT work plan and a schedule of completion dates and a corresponding listing of percentage of work completed. Within thirty (30) days of the signing of the CONTRACT, the COMPANY shall submit to the ASSESSOR for approval a complete PROJECT work plan. Said plan should list key PROJECT activities and include the start and completion date for each. The plan should estimate the total work days required to complete an activity, type of personnel required for each activity and the number of such personnel to be assigned to the activity.

The PROJECT work plan, biweekly written progress reports, requests for payment and periodic meetings shall form the basis for management of the PROJECT by the ASSESSOR and the COMPANY.

Upon completion of the duties of the Board of Assessment Review with respect to the October 1, 2008 Grand List, and upon determination by the TOWN and certification by the ASSESSOR that the COMPANY has performed fully and satisfactorily all its obligations and requirements under the CONTRACT or CONTRACT SPECIFICATIONS, except for Litigation Support, the TOWN will pay all payments due the COMPANY.

PAYMENT SCHEDULE FOR PERCENTAGE OF COMPLETED WORK

Stage of Completion:	Percentage of Total Project Cost
a. Bonding and project start-up	_____ %
b. Residential Data Verification (Option)	_____ %
c. Commercial, Industrial Verification (Option)	_____ %

d.	Sales Verification	_____ %
e.	Digital Images	_____ %
f.	Valuation Analysis	_____ %
g.	Field Review	_____ %
h.	Building Permits	_____ %
i.	Assessor's Review of Values	_____ %
j.	Assessment Notices Mailed	_____ %
k.	Informal Hearings Completed	_____ %
l.	Informal Resolution Completed	_____ %
m.	Receipt of all Deliverables	_____ %
n.	Litigation*	0%

TOTAL 100%

* Cost of litigation included in item (a) as part of the bonding costs

V. RESPONSIBILITIES OF REVALUATION COMPANY

- A. GOOD FAITH:** The COMPANY shall, in good faith, use its best efforts to assist the ASSESSOR in determining accurate and proper market valuations, and shall not undervalue or overvalue any land, building or other property to avoid or minimize its responsibilities under this CONTRACT and CONTRACT SPECIFICATIONS.

The COMPANY is responsible for fulfilling all of the stated requirements in this CONTRACT and CONTRACT SPECIFICATIONS in a timely fashion, consistent with a good faith effort. The COMPANY shall provide training for appropriate TOWN personnel, adequate to provide them with the knowledge necessary to understand and use the appraisal system.

B. PUBLIC RELATIONS

Public relations must be an important part of the revaluation PROJECT. Adequate public understanding of the revaluation program is essential to its success. The COMPANY will assist the Town with media releases. (All information and releases must have prior approval of the ASSESSOR.)

- C. CONDUCT OF COMPANY EMPLOYEES:** As a condition of this CONTRACT, the COMPANY'S employees shall, at all times, treat the residents, employees and taxpayers of the TOWN with respect and courtesy. The COMPANY shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision.

- D. RECORDS:** The TOWN shall provide all property record cards (field cards), supplies, equipment, forms, literature, papers and systems to be used in this PROJECT.

1. **CAMA System:** The TOWN shall provide the in-house Computer Assisted Mass Appraisal system, iasWorld,

including software and be responsible for a reliable interface that effectively bridges the CAMA system with the grand list administrative system. All project related data entry throughout the PROJECT shall be the responsibility of the COMPANY.

2. **Property Record Cards (Field Cards):** The TOWN shall supply property record cards.
3. **Additional Supplies:** All forms used in this PROJECT shall be subject to approval by the ASSESSOR as to format, design, content, shape, size, color, quality and quantity, and shall further be subject to approval by the Secretary of the Office of Policy and Management as required by the Connecticut General Statutes. The TOWN shall be responsible for all forms and postage related to the project.
4. **Records are TOWN Property:** The original or a copy of all records and computations including machine readable data bases made by the COMPANY in connection with any appraisal of property for this PROJECT shall, at all times, be the property of the TOWN and upon completion of the PROJECT or termination of this CONTRACT by the TOWN, shall be left in good order in custody of the ASSESSOR. Such records and computations shall include, but not be limited to: (1) tax maps; (2) land value maps; (3) materials, wages and cost investigations and schedules; (4) data collection cards (listing cards), property record cards (field cards) with property valuations and separate sketch cards or plot plans, if necessary; (5) sales data; (6) income, expense and capitalization rate data; (7) depreciation tables; (8) computations of land and building values; (9) all forms of correspondence including letters or memoranda to individuals, corporations, property owners, or groups of organizations explaining the revaluation, or assessments or appraisal methods used in this TOWN or on this PROJECT; (10) duplicate "Notices of Assessment Change", (11) duplicate of hearing determination notices.
5. **ASSESSOR'S Records:** The COMPANY shall use a system approved by the ASSESSOR to accurately account for all records and maps which may be taken from the files of the ASSESSOR in connection with this PROJECT. All such records and maps shall be returned immediately. None of the ASSESSOR'S records shall be taken outside the corporate limits of the TOWN without prior written permission of the ASSESSOR.
6. **Sales Analysis:** The COMPANY with the Assessor shall conduct an analysis of all sales which occurred from at least October 1, 2006 through October 1, 2008 (or such other reasonable period as deemed necessary by the ASSESSOR). These sales shall be reduced to appropriate units of comparison and segregated into the following major categories: vacant residential land, vacant commercial land, vacant industrial land, residential condominiums, commercial condominiums, residential properties, commercial properties, apartment properties and industrial properties. Further subcategory breakdown such as ranch, split level, cape, retail, office, gas station, etc. will also be required. All existing sales information will remain in the Assessors data base for informational purposes. No values shall be set until such an analysis is presented to, reviewed by and accepted by the ASSESSOR. The ASSESSOR is to approve final market adjustments no later than October 15, 2008.

- E. **ASSESSMENT NOTICES:** No later than November 14, 2008, a notice in accordance with Section 12-55 (C.G.S) shall be sent, at TOWN'S expense, by first class mail, to each owner of record as of October 1, 2008, setting forth the old assessment of land and buildings as well as the new valuation that has been placed upon the property identified in the notice.

The notice shall be prepared in duplicate and conformity with the Connecticut General Statutes. The duplicate copies will be arranged alphabetically by street order or parcel identification number and shall be left with the ASSESSOR.

Further, information specifying the dates, times and place of the informal public hearings, with an explanation of the purpose of a revaluation and how assessments were determined will be enclosed. Such notices and information shall be subject to approval by the ASSESSOR.

- F. INFORMAL HEARINGS:** The COMPANY shall hold informal hearings, at such times and at such location as the ASSESSOR may specify, so that owners of property, or legal representatives of owners may appear at appointed times to discuss with qualified members of the COMPANY'S staff, the assessed valuations of their property. The TOWN shall provide adequate space for the informal hearings phase of the project. The COMPANY'S personnel shall explain the manner and methods of arriving at value. Informal hearings, at the discretion of the ASSESSOR, may be held on weeknights and Saturdays as well as during business hours.

The COMPANY, in conjunction with recommendations of the ASSESSOR, shall schedule a sufficient number of hearings and provide sufficient qualified personnel certified by the State of Connecticut and approved by the ASSESSOR to handle said hearings expeditiously and fairly.

The COMPANY shall request that each person(s) or their legal representative who appears at a hearing, to sign a form indicating whether the COMPANY shall reinspect the property/properties being discussed, such decision to reinspect to be at the reasonable discretion of the COMPANY. Any such reinspection shall be made as soon as possible. This form shall be approved by the ASSESSOR and provided by the COMPANY. The completed and signed forms shall be turned over to the ASSESSOR at the conclusion of the hearings.

Any information offered by the taxpayer shall be given consideration, and adjustments shall be made where warranted. The TOWN shall, at its expense, by first class mail, notify in writing each taxpayer who has appeared at an informal hearing of the results of that hearing, whether the assessment has been changed or not. The content and form of such notices shall be subject to the prior approval of the ASSESSOR. Such notice shall include: 1) the adjusted assessment, or (2) a statement that no change is warranted.

- G. BOARD OF ASSESSMENT REVIEW:** The COMPANY shall have a qualified staff member, available for attendance at any deliberations of the Board of Assessment Review next to be held after the completion of the revaluation, Sundays excluded, to explain the valuations made. Such availability and attendance shall not be required after the date, including extensions as provided by statute, for the completion of the duties of the Board of Assessment Review on the October 1, 2008 Grand List.

- H. LITIGATION:** In the event of appeal to the courts or appeals boards, either pursuant to Section 12-117a, Section 12-118 or Section 12-119 of the Connecticut General Statutes (as amended from time to time), the COMPANY shall furnish a competent witness or witnesses. Any such witness is subject to the approval of the ASSESSOR. It is understood that the COMPANY shall furnish said witness or witnesses on any appeal action instituted on the October 1, 2008 Grand List until final adjudication.

The COMPANY shall cooperate with the TOWN at the TOWN'S place of business, by providing assistance, any necessary documentation or narrative appraisal reports, to fully explain valuations determined in this PROJECT.

1. It is understood that each PROPOSAL shall include a per diem rate for pretrial meetings with an attorney representing the TOWN, for court/appeal board appearance, or for appraisal report preparation. Such meetings or such appearances of less than three hours attendance on any given day shall equal one-half person day. Such meetings or such appearances of three hours or more on any given day shall equal one full person day.
2. As part of the PROPOSAL the COMPANY shall indicate the amount billable to the TOWN per person day (as defined above).

- I. INFORMATION TO ASSESSOR:** The COMPANY shall give to the ASSESSOR any and all information requested pertaining to the revaluation work for a period of one year after completion of the duties of the Board of Assessment Review on the October 1, 2008 Grand List, without further cost to the TOWN.

Throughout the PROJECT, the COMPANY shall satisfy all requests made by the TOWN for information as to the COMPANY'S planned work schedule for the PROJECT, personnel employed on the PROJECT, appraisal methods and procedures utilized, and the status of the work.

Written periodic progress reports are required throughout the duration of the PROJECT, commencing thirty (30) days from the date the CONTRACT is signed.

- J. APPRAISAL SCHEDULES:** The COMPANY shall supply and leave for the TOWN, not less than four (4) copies of all PROJECT appraisal schedules. Appraisal schedules are all tables, factors, models and model descriptions, which were employed in the PROJECT to process value estimates as required in the section of this CONTRACT entitled "Appraisal Specifications". A draft copy of these appraisal schedules shall be turned over to the ASSESSOR upon approval of the schedules by the ASSESSOR. These schedules shall be in the form of a bound manual and will be the same schedules used in the CAMA system.
- K. OFFICE EQUIPMENT:** The TOWN shall provide all necessary office and computer equipment including; adequate office space, office furniture, filing cabinets, installation of a phone which includes local calls (long distance calls shall be the responsibility of the COMPANY), high speed laser printer, copy machine, paper and a remote link to the server.
- L. MAIL:** For any mail required to send in conjunction with this CONTRACT or CONTRACT SPECIFICATIONS, it is the responsibility of the TOWN to investigate all returned mail for updated name or address and to re-mail such mail.

VI. APPRAISAL SPECIFICATIONS

- A. GENERAL:** The COMPANY shall calculate a value estimate for each parcel that will be comprised of 1) land value, 2) building value, 3) other improvement value and 4) total value.
A valuation pretest will be performed during the development of cost schedules, market adjustments, income, expense and capitalization factors. The pretest will involve the selection of representative sample properties, at the discretion of the ASSESSOR, for processing through CAMA calculations and for review in the field. This pre-test review may then result in further refinement to the components used in value calculations. In addition to this pre-test, all appraisals will be reviewed by the ASSESSOR and market data which becomes available during the time up through October 1, 2008 will be considered and tested against value estimates for the PROJECT. The end result of this value testing process will be the unit land values, the cost schedules, the market modules, the comparable sale selections and adjustment factors, the market rent, market expense and capitalization factors approved by the ASSESSOR for the reappraisal and revaluation of real property in the TOWN.
- B. APPRAISAL OF LAND:** The COMPANY shall appraise all land within the TOWN: residential, commercial, industrial, public utility, tax exempt or any other land whether vacant or improved. **All valuations are subject to the approval of the ASSESSOR.**
- 1. Land Value Study:** Land shall be valued on the basis of an analysis of sales data as specified in the section of these CONTRACT SPECIFICATIONS entitled "Sales Analysis". The analysis and application of sales data shall be governed by procedures and techniques commonly used in the appraisal of land and shall be approved by the ASSESSOR.

2. **Land Value Units:** The COMPANY shall prepare land unit values by square foot, acreage, or fractional acreage; whichever in the judgment of the ASSESSOR most accurately reflects the market for the appraised land. All necessary tables and charts shall be developed by the COMPANY for the valuing of land. These charts shall be prepared according to standard appraisal practices and subject to the approval of the ASSESSOR.
3. **Neighborhood Delineation:** The COMPANY shall, with the cooperation and approval of the ASSESSOR, review neighborhood" delineation units within the TOWN.

C. APPRAISAL OF RESIDENTIAL BUILDINGS & STRUCTURES

1. **Sales Validation:** The COMPANY shall be responsible for validation of all sales and data changes resulting from that review.
2. **Sales Analysis:** The COMPANY shall analyze all valid residential sales and establish land, cost and depreciation tables. The COMPANY shall work with the Assessor's office with all testing of the proposed tables.
3. **Final Valuation Review:** A full field review of the values will be performed by the COMPANY'S personnel certified as reviewers, as previously prescribed in these specifications.

Option 2 – Data Verification

Physical Details

The COMPANY shall make a careful and complete listing of physical details for all residential buildings and structures and all structural improvements appurtenant to residential property in the TOWN.

Physical Inspections

The Company will be provided a copy of the current property record card from the existing Town records. The Company's representative will attempt to gain entry for an interior inspection of all floors in the house. The representative will measure and verify all exterior measurements of the improvements and any ancillary buildings on the parcel along with verifying all pertinent physical data relating to improvements, including, but not limited to, exterior measurements of each section, year built, style, story height(s), etc. If no interior inspection is obtained, the Company will mail a letter to the property owner explaining that a representative was at the property and no interior entry was gained. The letter will request the homeowner contact the Company to schedule an appointment for an interior inspection, which will be offered days, evenings or Saturday.

4. **Pricing and Valuations:**
 - a. **October 1, 2008 Fair Market Value:** Pricing and valuation of all land, buildings and improvements must reflect the fair market value as of October 1, 2008, and shall be done from and in accordance with the previously approved manuals and schedules. (Fair market values shall be rounded to the nearest hundred.)
 - b. **FINAL VALUATION:** The final valuation of any property in the TOWN shall be the fair market value of the land, buildings and other improvements as they exist on October 1, 2008.

5. **Preliminary TOWN Acceptance:** Prior to the mailing of assessment notices, the COMPANY'S Project Manager will review the final values, as computed by the COMPANY, with the ASSESSOR, to ensure that the TOWN is prepared to accept the COMPANY'S work. The ASSESSOR will make the final judgment on the final value. If deemed to be unacceptable, the COMPANY as required or specified by the ASSESSOR will revise the values.

D. APPRAISAL OF COMMERCIAL, INDUSTRIAL, PUBLIC UTILITY, EXEMPT & SPECIAL PURPOSE PROPERTIES:

Option 2 – Data Verification

General:

All commercial, industrial and tax exempt property data will be verified in field in the same manner as residential properties, as set forth previously in these specifications.

1. **Income Approach:** Income and expense data gathered by the TOWN shall be utilized by the COMPANY for income producing properties. Any income and expense data including OPM form number M-58 with accompanying summary reports and rent schedules shall become property of the TOWN. All information filed and furnished with the M-58 report shall not be a public record and is not subject to the provisions of Section 1-19 (Freedom of Information) of the Connecticut General Statutes. From these returns and other data sources, the COMPANY will establish market or economic rent and expenses for income producing properties.

The COMPANY shall also develop capitalization rates by investigating sales and income data. Rates shall be established for various classes of property. When the rates, factors and methods have been approved by the ASSESSOR, the COMPANY shall make appraisals including the income approach in accordance with the Connecticut General Statutes.

The TOWN shall be responsible for the preparation, mailing and collection of all Income and Expense Forms. The TOWN shall be responsible for the collection of the M-58 (income and expense data) reports.

2. **Review:** A final review shall be made in the same manner and for the same purposes as prescribed for residential properties. The reviewer shall be competently trained, certified and fully experienced in the appraisal of the particular type and kind of commercial, industrial, public utility or special purpose building for which the reviewer is responsible for the final value.
4. **Preliminary TOWN Acceptance:** Prior to the mailing of assessment notices, the COMPANY'S Project Manager will review the final values, as computed by the COMPANY, with the ASSESSOR, to ensure that the TOWN is prepared to accept the COMPANY'S work. The ASSESSOR will make the final judgment on the final value. If deemed to be unacceptable, the COMPANY as required or specified by the ASSESSOR will revise the values.

E. ADDITIONAL SERVICES:

1. **Images:** The COMPANY shall provide a minimum of one image of all real residential property and multiple images of commercial parcels and will attach the images to the current CAMA database.
2. **Permits/New Construction:** The COMPANY shall perform field interior and exterior inspections of all

building permits as forwarded by the Assessor for a period from October 1, 2007 through October 1, 2008. These inspections will include data collection, data entry and valuation.

VII. TRANSMITTAL OF RECORDS TO THE ASSESSOR

Regular periodic delivery of appraisals, as completed, and in accordance with the schedule provided in the section of these CONTRACT SPECIFICATIONS entitled "Completion Dates", shall be made to the ASSESSOR for his/her review. All completed and corrected records shall be turned over to the ASSESSOR as of January 17, 2009.

Property data, and/or appraisals and records shall not be made public until after the assessment notices are mailed, except to the extent public access may be compulsory under the provisions of applicable law.

VIII. RESPONSIBILITY OF TOWN

- A. NATURE OF SERVICE:** It is clearly understood and agreed that the services rendered by the COMPANY are in the nature of assistance to the ASSESSOR and all decisions as to proper valuations, taxable or tax-exempt status shall rest with the ASSESSOR. The COMPANY shall, in good faith, use its best efforts to assist the ASSESSOR in determining accurate and proper valuations and shall not undervalue or overvalue any land, building or other property to avoid or to minimize its responsibilities as outlined in these CONTRACT SPECIFICATIONS. With regard to viewing all real property in the TOWN by physical inspection in the conduct of this revaluation PROJECT, the ASSESSOR will designate the COMPANY to view by physical inspection all real property in the TOWN in compliance with Connecticut General Statutes.
- B. COOPERATION:** The ASSESSOR, TOWN, and its employees will cooperate with and render all reasonable assistance to the COMPANY and its employees in the course of this PROJECT.
- C. ITEMS FURNISHED OR MADE AVAILABLE BY TOWN TO THE COMPANY:** The TOWN shall furnish, or make available, the following:
1. **Maps:** The TOWN shall furnish two (2) sets of ASSESSOR maps showing streets, property lines, and parcel identification numbers.
 2. **Land Dimensions:** The TOWN will make available lot sizes and total acreage to the COMPANY of all property from current property record cards or the current computer data base (subject to the provisions of the section in these CONTRACT SPECIFICATIONS entitled "ASSESSOR'S Records").
 3. **Zoning:** The TOWN will furnish one (1) set of the current TOWN zoning regulations and a zoning map.
 4. **Software Support:** The ASSESSOR will make available to the COMPANY the current CAMA database and CAMA Software, the GIS Software and the Cityview building \ planning Software.
 5. **Property Transfers:** The TOWN shall notify the COMPANY, on a regular basis, of property splits and transfers occurring after the initial establishment of the COMPANY'S database for this information. The TOWN shall update its records.
 9. **Mailing Address:** The TOWN shall furnish through the ASSESSOR'S Office the current mailing address of all property owners.
 11. **Office Space:** The TOWN shall furnish to the COMPANY sufficient office space in TOWN HALL to carry out the terms of this CONTRACT.

12. **Office Equipment:** The TOWN shall provide all necessary office and computer equipment including; office furniture, filing cabinets, installation of a phone which includes local calls (long distance calls shall be the responsibility of the COMPANY) high speed laser printer, copy machine, paper and a remote link to the server.

IX. RESPONSIBLE TO THE ASSESSOR

It is understood and agreed that the reappraisal of properties covered by this agreement shall conform to the procedures and technical requirements of the ASSESSOR and, at least bi-weekly, the COMPANY'S Project Manager (Supervisor) and ASSESSOR shall discuss the progress and various other details of the PROJECT. These discussions may be scheduled to occur more frequently if it is found to be necessary by the ASSESSOR.